

WORK ORDER

Ref No: MEIL/MAHSR-C1/3264/23-24/0756

Date: 12th May 2023

To,

M/s. Raj Technologies,

B-76, Beside Prakash Foods,

NICE Area, MIDC, Satpur,

Nashik - 422007.

Contact No: +91 7304429272

Email: marketing@rgistech.com

Kind Attention: Mr. Aakash Singh

Sub: Issuance of work order for “ **Carrying out Site Survey as per AAI’s Recommendation and Issuance of Elevation Certificate**” at “Design and Construction of Civil and Buildings Works including Testing and Commissioning on Design-Build Lump Sum Price basis for Double Line High Speed Railway for Mumbai Underground Station, Cut & Cover Tunnel and Shaft -1 from MAHSR Km. -0.255 to Km. 0.775 at Bandra-Kurla Complex in the State of Maharashtra for the Project for Construction of Mumbai-Ahmedabad High Speed Rail” – Reg.

Ref: 1. Your Revised Quotation dated 08th May 2023 shared via E-Mail

DEFINITIONS:

The following words and expressions will have the meaning given below:

1. The “**Main Contract**” refers to the Contract between National High Speed Rail Corporation Ltd, and M/s Megha Engineering Infrastructures Limited for “Design and Construction of Civil and Buildings Works including Testing and Commissioning on Design-Build Lump Sum Price basis for Double Line High Speed Railway for Mumbai Underground Station, Cut & Cover Tunnel and Shaft -1 from MAHSR Km. -0.255 to Km. 0.775 at Bandra-Kurla Complex in the State of Maharashtra for the Project for Construction of Mumbai-Ahmedabad High Speed Rail”.
2. The “**Client**” refers to **National High Speed Rail Corporation Ltd (NHSRCL)** and other authorized representatives referred in the Main Contract.
3. The “**Contractor**” refers to M/s. **Megha Engineering Infrastructures Limited (MEIL)** together with Site-in-Charge its employees and other authorized representatives.
4. The “**Agency**” refers to the **M/s. Raj Technologies (Raj Technologies)** together with its employees, and other authorized representatives.

With reference to the above subject cited, we are pleased to issue a work order for the following items with terms and conditions.

S.No	Description	UOM	Quantity	Rate (INR)	Amount (INR)
1.	Carrying out Site Survey as per AAI's Recommendation and Issuance of Elevation Certificate	Ls	1	45,000	45,000
2.	Travelling charges	Ls	1	10,000	10,000
Total (Fifty Five Thousand Only)					55,000

Terms & Conditions:

1.	PRICE	The amount specified is excluding GST which shall be paid extra. GST shall be paid as applicable as per GST act upon submission of proof of payments / necessary documents. TDS shall be deducted at applicable rates and the necessary TDS certificates will be issued by MEIL to Raj Technologies.
2.	GST	Extra at actuals
3.	BILL TO	Megha Engineering & Infrastructures Ltd. Dheeraj Enclave, Borivali, Maharashtra. GST: 27AAECM7627A1ZN
4.	WORK EXECUTION ADDRESS	Megha Engineering & Infrastructures Ltd. Diamond Market Rd, Vidya Nagari, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra.
5.	PRIORITY OF CONTRACT DOCUMENTS	Unless otherwise provided in the contract the priority of the contract documents shall be as follows: 1. Work order 2. Raj Technologies revised quotation dated: 08 th May 2023
6.	SCOPE OF AGENCY:	<ul style="list-style-type: none"> Carrying out the survey work as per Airport Authority of India's (AAI) Data Quality Requirement. Preparation and submission of site elevation certificate in prescribed AAI format.
7.	SCOPE OF CONTRACTOR:	<ul style="list-style-type: none"> Provision of necessary documents Necessary permission from respective authorities for entry to survey site
8.	DURATION OF WORK	20 Days from the date of receipt of the Work Order.
9.	PAYMENT TERMS & CONDITIONS	The Payment will be made in stages as mentioned below. <ul style="list-style-type: none"> Stage - 1 :- 50% on Completion of Survey

		<ul style="list-style-type: none"> • Stage - 2 :- 50% on Final submission of Site Elevation Certificate
10.	EXTENSION OF TIME	<p>If the works are delayed for reasons not attributable to Raj Technologies, Raj Technologies shall be entitled for an extension of time as per the provisions of the main contract.</p> <p>Reasonable extension of time will be allowed by MEIL for unavoidable delays, such as may result from causes, which in the opinion of MEIL, and or undoubtedly beyond the control of Raj Technologies. The MEIL shall assess the period of delay or hindrances caused by any written instructions issued by MEIL for actual working period so last.</p> <p>In the event of the MEIL failing to issue necessary instructions and thereby causing delay and hindrance to Raj Technologies, the latter shall have the right to escalate such issue to the assessment of MEIL, higher authorities for suitable resolutions, within 14 days from its occurrence, otherwise no extension of time will be allowed.</p> <p>Whenever authorized alterations / additions are made during the progress of the work, are of such a nature in the opinion of MEIL as to justify an extension of time in consequence thereof, such extension shall be granted in writing by MEIL when ordering such alterations or additions.</p>
11.	IDLING CHARGES	No claims for idle charge shall be entertained on any account whatsoever during entire period of Contract
12.	EMPLOYMENT OF LABOUR	<p>Raj Technologies will comply with all labor legislation's during the period of execution of said work and pay for ESI, PF, Insurances etc., for their employees engaged in execution of this contract.</p> <p>Raj Technologies will comply with all the provisions of labour, civil, State & Central laws, statutory rules, regulations under the law. In case of noncompliance with any provision, he will indemnify the contractor from and against all liabilities, damages, penalties, demand etc. Where ever non-compliance is observed and deemed necessary, the contractor shall in the interest of work shall comply this requirement at its cost and recover the same from Raj Technologies.</p> <p>The Raj Technologies in the event of engaging 20 (twenty) or more workmen at site will obtain independent license under contract labor (Regulation and Abolition) Act from the concerned state labor authorities for which necessary certificate (Form 2) will be issued by Contractor.</p>

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		Labour wages if any paid by MEIL as per the norms of NHSRCL/Statutory requirements shall be deducted from your RA bills.
13.	INSPECTION	During the continuance of work and upon completion, proposed work will be thoroughly inspected jointly by the contractor and the Agency for correctness and completeness and acceptability.
14.	EXECUTION OF WORK	<p>In the event of the Raj Technologies failure to execute this order exactly as per completion schedule stipulated and as per contract specifications, Contractor reserves the right to cancel the order in part or in full subject to Force Majeure clause and execute such canceled scope from alternative sources at Raj Technologies's risk and cost.</p> <p>Any extra cost incurred by Contractor on such work will be recovered by Contractor either by way of deduction from the Raj Technologies pending bills or by means of separate remittance from the Raj Technologies within 15 days of receipt of MEIL debit note.</p>
15.	CONSEQUENTIAL DAMAGES & LIMITATION OF LIABILITY	Notwithstanding anything in the contract to the contrary and to the extent permitted by applicable law, (a) in no event will either party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, tort or otherwise, whether such party has been advised in advance of the possibility of such damages; and (b) the maximum liability of the Raj Technologies for any and all claims, losses, damages, costs and expenses arising from on connections with this work order will not exceed the amounts actually received by the Raj Technologies under this contract. The limitation of liability shall not apply to the instances of gross negligence, willful misconduct and misrepresentation by Raj Technologies.
16.	FORCE MAJEURE	<p>Neither MEIL nor Raj Technologies will be liable to perform any obligation hereunder in the event and to the extent that such failure caused by a condition of force majeure. A condition of force majeure will arise from any circumstances beyond the reasonable control of any party, which prevents or impedes the execution of the order including but not necessarily limited to the following:</p> <ul style="list-style-type: none"> • War or hostilities. • Riot or Civil disturbance. • Earthquake, flood, fire or other natural disaster. • National or regional strike. • Epidemics and Pandemics.

17.	TERMINATION	<p>In addition to the termination as defined elsewhere in order MEIL will have right to cancel the order partly or fully in the occurrence of the following.</p> <ol style="list-style-type: none"> a. When there is breach of certain terms of this order by Raj Technologies. b. Gross negligence or willful misconduct in relation to this order, including fraud, corruption and misrepresentation. c. When Raj Technologies repeatedly fail to perform its obligations. d. When Raj Technologies becomes insolvent or has a receiver or administrator appointed over its assets. e. When a prolonged suspension or force majeure type of event occurs. f. If NHRCL cancels / suspends the contract entered into with contractor for any reason other than for contractual breaches solely attributable to contractor
18.	MISCELLANEOUS	<p>Each Party reference shall mean and include their respective permitted assigns, legal heirs and successors. Raj Technologies shall neither sublet nor assign performance of works or any portion thereof without the written approval of the Contractor. Nevertheless, the Contractor shall be free to assign / sub-contract whole/part of its performance or obligations herein to any of its affiliated or subsidiary entities.</p> <p>All correspondences between the parties must be in writing and waiver by a Party of its legal recourse against the other Party shall not be deemed a waiver of such Party's right to legal recourse present or for future breaches. Any provision of work order if determined by any competent court to be completely or partially invalid, then the remaining terms and conditions of this work order shall continue unaffected. All the terms which by its nature survive termination of work order shall survive unaffected to its full tenure</p>
19.	ORDER ACCEPTANCE	<p>Please arrange to submit your order acceptance within 3 working days on the issue of this order failing which we will consider that the terms and conditions mentioned in this order are acceptable to you.</p>
20.	DISPUTE RESOLUTION & JURISDICTION	<p>In the event of any disputes or differences arising between MEIL and the Raj Technologies concerning the interpretation or performance of this Agreement or related to this Agreement or in connection therewith or the rights and liabilities of either of the parties hereto, the Parties shall endeavor, at all times, to settle the same by mutual discussions. In the event the parties have failed to settle a dispute by mutual discussions the same shall be referred to Arbitration for adjudication by a sole arbitrator to be appointed by the Parties in</p>




	<p>accordance with the rules of Arbitration and Conciliation Act 1996. The venue of arbitration is at Hyderabad.</p> <p>The existence of any such dispute and / or proceedings shall not constitute a reason for the suspension or stoppage of work under the Agreement and Raj Technologies shall proceed diligently and in a manner as if no such dispute/ proceedings are taking place unless so restrained by a court of law or arbitration tribunal.</p> <p>Any dispute or difference which still remains unresolved thereafter shall be subject to the exclusive Jurisdiction of Medchal – Malkajgiri District Courts (at Hyderabad) of Telangana State where contractor is located.</p>
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Thanking You.

**For Megha Engineering & Infrastructures
Ltd.,**

**Ch. P. Subbaiah.
Director (Projects)**



Read, Understood and accepted.

For M/s. Raj Technologies

(Authorized Signatory)

Date & Time: